

CIVIL COURT OF THE CITY OF NEW YORK - COUNTY OF BRONX

LR CREDIT 13, LLC

Plaintiff's Address:

C/O L-CREDIT, LLC 315 PARK AVE SOUTH
NEW YORK, NY 10010

Index No. 43405 BCV07

against

Plaintiff

JUDGMENT ON DEFAULT

JOSE GUZMAN

1304 BOSTON RD PH

BRONX, NY 10456

Defendant(s)

Amount claimed in complaint	\$	8666.00
Less Attorney fees claimed [waived]	\$	-1130.35
Less Payments Made	\$	0.00
(Suit Amount Less Payments)	\$	7535.65
Interest @ 9% on \$5809.51 from 06-12-2007	\$	130.36
Sub Total (Suit Amount and Interest Less Payments)	\$	7666.01
Costs By Statute	\$50.00	
Service Of Summons & Complaint	\$20.00	
Filing of Summons & Complaint	\$45.00	
Prospective Marshals Fees	\$40.00	
Total Fees	\$	155.00
Total	\$	7821.01

KERRY LUTZ, a partner of the firm Mel S Harris And Associates, LLC, attorneys of record for the plaintiff; affirms under the penalties of perjury that service of the summons and complaint has been made; that the disbursements specified herein have been or will necessarily be incurred and are reasonable in amount; that the time for the defendant(s) to appear or answer has expired and the plaintiff is entitled to judgment by default.

On 8/8/2007 affirmant mailed in a properly addressed and sealed envelope by first class mail a copy of the summons and complaint. Such envelope was deposited in an official depository of the U.S. Postal Service within the State of New York, to the defendant(s) herein at said defendant(s) last known residence address: JOSE GUZMAN 1304 BOSTON RD PH BRONX, NY 10456. Said envelope was marked "personal and confidential" not indicating that it was from an attorney or concerning an alleged debt. Same has not been returned. Said mailing herein was not less than twenty (20) days prior to the submission of this judgment for entry.

This action is against a natural person based on nonpayment of a contractual obligation. The summons and complaint contained and displayed at the top thereof the words, legend and caveat required by Sec (D) (F) of N.Y.C.C.R.208.6 This affirmation is also made in compliance with the Soldiers and Sailors Civil Relief Act of 1940 and amendments, and the N.Y.S. Soldiers and Sailors Relief Act of 1951; the said defendant(s) is (are) not at the present time in the Military Service of the U.S. and my belief is based upon the facts stated in the Non Military Affidavit heretofore filed herein.

Dated: New York, N.Y.: 09-11-2007

~~Mel S Harris And Associates, LLC~~~~Attorneys for plaintiff~~~~5 Hanover Square 8FL, New York, NY 10004 Tel: (212) 571-4900~~

Judgment is rendered in favor of LR CREDIT 13, LLC residing at C/O L-CREDIT, LLC 315 PARK AVE SOUTH NEW YORK, NY 10010, against JOSE GUZMAN, whose respective address(s) is/are 1304 BOSTON RD PH BRONX, NY 10456 in the sum of \$7535.65 with interest of \$130.36 and with the sum of \$155.00 costs and disbursements, amounting in all to the sum of \$7821.01 and it is adjudged that the plaintiff have execution therefor.

JUDGMENT ENTERED ON: _____ CLERK _____

SEP 21 2007

750476-1 / LRCR13 / 4225811720234690

7870/34



07 SEP 17 PM 2:14

CIVIL COURT OF THE CITY OF NEW YORK - COUNTY OF BRONX
Index No. 43405 BCV07

LR CREDIT 13, LLC

PLAINTIFF

AFFIDAVIT OF MERIT

AGAINST

JOSE GUZMAN

DEFENDANT(S)

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

TODD FABACHER being duly sworn, deposes and says:

I am an authorized and designated custodian of records for the plaintiff in the State of NY, that I maintain the daily records and accounts in the regular course of business, including records maintained by and obtained from plaintiff's assignor, which were made and maintained in the regular course of business, and that I am thereby fully and personally familiar with, and have personal knowledge of, the facts and proceedings relating to the within action.

That **LR CREDIT 13, LLC** [plaintiff] is a **LIMITED LIABILITY COMPANY**. **LR CREDIT 13, LLC** is the assignee and purchaser of a debt owed to **FIRST USA BANK**. As such **LR CREDIT 13, LLC** retains all rights and benefits as owner and purchaser of said debt, as well as all right to collect same.

That said action is based upon a Retail Charge Account Agreement executed by defendant with **FIRST USA BANK**, wherein defendant agreed to pay all amounts charged to said account by the authorized use thereof and that the plaintiff purchased this account from the assignor herein and was assigned all rights and obligations.

That defendant incurred charges by the use of said charge account and that account statements were remitted to defendant in the regular course of business but defendant has defaulted in the payments to be made pursuant to the terms of said Retail Charge Account Agreement and the account has now matured. There remains due and owing an unpaid agreed balance of \$7535.65.

That although duly demanded no part of the total sum of \$7535.65 has been paid.

WHEREFORE, Plaintiff demands judgment against the defendant(s) for the sum of \$7535.65 together with interest on \$5809.51 from 06-12-2007 plus the costs of this action.

signed: 

Sworn to before me this **11 day Of September, 2007.**

Michael Young
Notary Public - State of New York
No. 01YO4930598
Qualified in Queens County
Commission Expires June 20, 2010

